

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: GUSTAV MERKLE)	
<u>Debtor(s)</u>)	
)	CHAPTER 13
WELLS FARGO BANK, N.A.)	
d/b/a WELLS FARGO DEALER SERVICES)	Case No.: 17-16317 (MDC)
<u>Moving Party</u>)	
)	Hearing Date: 12-21-17 at 11:00 AM
v.)	
GUSTAV MERKLE)	11 U.S.C. 362
ELIZABETH MERKLE)	
<u>Respondent(s)</u>)	11 U.S.C. 1301
WILLIAM C. MILLER)	
<u>Trustee</u>)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY
TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Wells Fargo Bank, N.A. d/b/a Wells Fargo Dealer Services (“Wells Fargo”) filing this its Motion For Relief From The Automatic Stay And Co-Debtor Stay (“Motion”), and in support thereof, would respectfully show:

1. On September 15, 2017, Gustav Merkle filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362, and 28 U.S.C. 157 and 1334.
3. On September 13, 2016 the debtor and co-debtor Elizabeth B. Merkle entered into a retail installment sales contract for the purchase of a 2016 Jeep Grand Cherokee bearing vehicle identification number 1C4RJFCG3GC444210. The contract was assigned to Wells Fargo Dealer Services and the debtor(s) became indebted to Wells Fargo in accordance with the terms of same. Wells Fargo Dealer Services is designated as first lien holder on the title to the vehicle. True copies of the contract and the title inquiry to the vehicle are annexed hereto as exhibits A and B.

4. The debtor's account has a net loan balance of \$41,747.40 as of November 7, 2017.
5. According to the NADA Official Used Car Guide for November 2017, the vehicle has a current retail value of \$37,325.00.
6. The debtor has failed to make monthly payments and remains due and owing for August 28, 2017 and as a result, is in arrears \$2,217.44 as of November 7, 2017.
7. Wells Fargo Bank N.A. d/b/a Wells Fargo Dealer Services alleges that the automatic stay and co-debtor stay should be lifted for cause under 11 U.S.C. 362(d)(1) and 11 U.S.C. 1301 in that Wells Fargo lacks adequate protection of its interest in the vehicle as evidenced by the following:
 - (a) The debtor is failing to make payments to Wells Fargo in accordance with the loan agreement and is failing to provide Wells Fargo with adequate protection.

WHEREFORE PREMISES CONSIDERED, Wells Fargo Dealer Services respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Wells Fargo to permit Wells Fargo to seek its statutory and other available remedies; (2) that the co-debtor stay will be terminated as to Wells Fargo to permit Wells Fargo to seek its statutory and other available remedies; (3) that the stay terminate in accordance with Fed.R.Bank.P., Rule 4001(a)(3) and (4) Wells Fargo be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for Wells Fargo Bank, N.A. d/b/a Wells Fargo Dealer Services